



OFFICE OF THE AGRICULTURAL COMMISSIONER
COUNTY OF SANTA CRUZ, CALIFORNIA

DAVID W. MOELLER
AGRICULTURAL COMMISSIONER
SEALER OF WEIGHTS AND MEASURES
DIRECTOR, MOSQUITO AND VECTOR CONTROL

September 2, 1999

AGENDA: SEPTEMBER 21, 1999

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

SUBJECT: REGISTERED SEED LABELER INSPECTION PROGRAM

Dear Members of the Board:

For several years, the California Department of Food and Agriculture (CDFA) has provided funding to the Agricultural Commissioner's Office for a Registered Seed Labeler Inspection Program. Seed Labelers package seed for agricultural use. The State has provided \$679.00 per year to reimburse the County for this work under a Memorandum of Understanding.

The State is proposing a five-year contract to last from July 1, 1999 to June 30, 2004. Funding in the first year will be \$679.00. These funds were included in our 1999/2000 Budget Request and approved by your Board.

It is therefore RECOMMENDED that your Board approve the contract with CDFA to conduct the Registered Seed Labeler Inspection Program under State contract 99-0448 and authorize the Agricultural Commissioner to sign the contract.

Sincerely,



David W. Moeller
Agricultural Commissioner

REGISTERED SEED LABELERS INSPECTION Agenda Date: September 21, 1999
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September 2, 1999

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

cc: CAO
County Counsel
Auditor-Controller

Attachment: ADM-29

DEPARTMENT OF FOOD AND AGRICULTURE

140



1220 N Street, Suite 154
Sacramento, California 95814
(916) 654-0808

Agricultural Commissioner, County of SANTA CRUZ L---

Dear Commissioner:

Enclosed for signature and approval are seven (7) copies of your contract. In accordance with the State Administrative Manual, four (4) of the copies must bear original signatures (not stamped).

Please have all copies signed by the Chairperson of your Board of Supervisors, or by an authorized person of the County. Please return six (6) copies and a Resolution, Minute Order, or Ordinance authorizing execution of the contract to:

Department of Food and Agriculture
Contracts Office, Suite 154
Sacramento, California 958 14

After these documents are fully executed, two (2) will be returned to you for your records.

Sincerely,

Alice L. Wright
Contracts **Officer**
Administrative Services

Enclosures

STATE OF CALIFORNIA
STANDARD AGREEMENT

APPROVED BY THE
-ATTORNEY GENERAL

CONTRACT NUMBER
99-0448

AM. NO

STD. 2 (REV 5-91)

TAXPAYER'S FEDERAL EMPLOYEE
IDENTIFICATION NUMBER
946-000-534

141

THIS AGREEMENT, made and entered into this 29th day of June 1999, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE
Secretary

AGENCY
Department Of Food And Agriculture

, hereafter called the State, and

CONTRACTOR'S NAME
County of Santa Cruz

, hereafter called the Contractor

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

This agreement is made and entered into as provided by Section 52325 of the Food and Agricultural Code by and between the County of Santa Cruz Agricultural Commissioner's Office (hereafter called Commissioner) and the Department of Food and Agriculture (hereafter called Department). The term of this agreement is July 1, 1999 through June 30, 2004.

The Department, as provided in Section 52323, Food and Agricultural Code, shall pay annually, in arrears, 30 percent of the total assessment received pursuant to Section 52354 up to one hundred twenty thousand dollars (\$120,000), to counties as a subvention for cost incurred in the enforcement of the California Seed Law.

The Commissioner agrees to enforce Chapter 2, Division 18, of the Food and Agricultural Code, known as the California Seed Law, and perform enforcement activities necessary to maintain a statewide compliance level of 85 percent on all agricultural and vegetable seed in the County. This statewide compliance level is subject to review by the Department, and adjustments, if needed, will be made after consultation with the California Agricultural Commissioners and Sealers Association.


The Commissioner agrees that the subvention amount shall be annually apportioned, as provided by Section 52324. The apportionment shall be based upon the units of activity generated by registered seed labeler operations, prior year performance of enforcement activities and shall be set forth annually in the attached Memorandum of Understanding identified as Exhibit A and by this reference made a part hereof.

The Commissioner agrees that the official sample shall be the unit of enforcement activity used to monitor the Memorandum of Understanding and the performance standard used in adjustment of the annual apportionment. The Commissioner agrees to report monthly enforcement activity on Division of Plant Health and Pest Prevention "Seed Inspection form, Report Number 6".

-continued-

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY Department Of Food And Agriculture		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) County of Santa Cruz	
BY (AUTHORIZED SIGNATURE) X		BY (AUTHORIZED SIGNATURE) X 	
PRINTED NAME OF PERSON SIGNING Alice L. Wright		PRINTED NAME AND TITLE OF PERSON SIGNING David W. Moeller, Agricultural Commissioner	
TITLE Contract Officer		ADDRESS 701 OCEAN STREET SANTA CRUZ CA 95060	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0.00	PROGRAM CATEGORY (CODE AND TITLE) 20.55.51	FUND TITLE General	Department of General Services Use Only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0.00	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 0.00	ITEM 8570-001-0001	CHAPTER 50	STATUTE 99
	OBJECT OF EXPENDITURE (CODE AND TITLE) 70244	FISCAL YEAR 99/00	
		00 00/01 0 2 02/03	
		01 01/02 0 3 03/04	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A.No.	B.R.No.
SIGNATURE OF ACCOUNTING OFFICER Certification of fund availability is on file with the Department of Food & Agriculture		DATE	

GEN. SERV. DEPT. APPROVAL
NOT REQUIRED PER
SAM 1215

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER. ☐ CONTROLLER

The Commissioner additionally agrees to forward to the Department, on or before August 15 annually, a summary of locations inspected and dates of inspection for the prior fiscal year.

ANNUAL MEMORANDUM OF UNDERSTANDING

On or before July 1 of each year, the Secretary shall establish, in a Memorandum of Understanding, the total units of activity and apportionment as follows:

1. After discussion with the Commissioner, each registered seed labeler operation within the County will be assigned from one (1) to four (4) units of activity. Assigned units of activity take into consideration the number of lots and kinds of seed labeled by the operation within the County.
2. Assigned units of activity are then totaled for the County.
3. All counties will receive not less than one hundred dollars (\$100), including counties with no units of activity.
4. The dollar rate per unit of activity is determined by dividing the funds available for subvention (less the total minimum for each participating County) by the total statewide units of activity.
5. The apportionment which may be received is one hundred dollars (\$100) plus the County's total assigned units of activity times the dollar rate per unit of activity for the fiscal year.
6. The Memorandum of Understanding must be signed and returned to the Department within 45 days after receipt. Failure to return the Memorandum of Understanding within the allotted time will indicate that the County has elected not to participate in the subvention program.

PERFORMANCE STANDARDS

The Commissioner agrees that the subvention amount received shall be based on annual performance of enforcement activities necessary to carry out the California Seed Law. These standards will be set forth annually in the Memorandum of Understanding and are:

1. Inspection of premises and seed lots - One (1) or more inspections of each Registered Seed Labeler operation or Distribution Center listed on a County's Units of Activity will be conducted. Inspection of locations where seed is offered for sale not listed on the Units of Activity is encouraged.
2. Official samples - Three (3) or more samples will be collected per unit of activity. Because of differences in operations, sampling may be averaged for all locations within the County. Official samples shall be done in accordance with Section 3872, California Code of Regulations in order to be credited.
3. Sampling priority and limitations - In order to assist the seed industry in achieving and maintaining compliance with the California Seed Law, the following sampling priorities have been developed for the Agricultural Commissioner:
 - a. Agricultural and vegetable seed grown, conditioned, packaged, or repackaged at local operations.
 - b. Agricultural and vegetable seed of kinds utilized by farm plantings within the County.
 - c. Grass (lawn) seed kinds are limited annually to not more than fifteen (15) samples from any one Distribution Center, and not more than five (5) samples, from each County of grass seed offered for sale by retail merchants for **nonfarm** use.
4. Stop-sales may be issued on seed labeled incorrectly or incompletely at inspection time. Stop-sales are encouraged on seed labeled by firms not registered to sell seed in California.

PAYMENT

Payment of the apportionment shall be made in arrears upon completion of the fiscal year.

1. Counties meeting or exceeding the performance standards will received the **full** apportionment as set forth in the annual Memorandum of Understanding or may receive an apportionment based on the dollar rate per official sample, whichever amount **is** greater.
2. Counties failing to meet the performance standards may receive less than the **full** apportionment. The Secretary, or his/her representative, as provided in Section 52325 (b), may withhold a portion of the funds if performance standards have not been met. Reductions of the apportionment may be based on the dollar rate per **official** sample. In no case will a participating County receive less than one hundred dollars (\$100).
3. The dollar rate per **official** sample is determined by dividing the funds available for subvention (less the total minimum for each participating County) by the total samples statewide.
4. The payment which may be received based on the performance of enforcement activities is one hundred dollars (\$100) plus the County's total **official samples** times the dollar rate per official sample except as otherwise provided. Samples collected in the fiscal year ending June 30 but received by the State Seed Laboratory after August 1 will be applied toward the next fiscal year.
5. A summary of the enforcement activities (including official samples) and the apportionment (revised if necessary), will be prepared by the Department and forwarded on or before September 15 for review by the County. Upon acceptance and return by the County, payment will be forwarded on or before December 31.

RESOLUTIONS

A copy of a resolution, order, motion, or ordinance of the local governing body by law having authority to enter into the proposed contract authorizing execution of agreements must be included when contracting parties are county, city, district, board or commissions.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

By signing this agreement, Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U. S. C. 12101 et seq), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

DRUG-FREE WORKPLACE ACT OF 1990 CERTIFICATION

By signing this agreement, the contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- (2) Establish a Drug-Free Awareness Program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation, and employee assistance programs; and,
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
- (3) Every employee who works on the proposed contract will:
 - (a) Receive a copy of the company's drug-free workplace policy statement; and,
 - (b) Agree to abide by the terms of the company's statement as a condition of employment on the contract.

DISPUTES

Any dispute under the terms of this Agreement which is not disposed of within a reasonable period of time not to exceed ten days by the Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer, or designated representative, of each organization who shall use their best efforts to jointly resolve the dispute.

NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor, by signing this agreement, does swear under penalty of **perjury** that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board (Public Contract Code Section 10296).

STATEMENT OF COMPLIANCE

The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations Section 8103.

NONDISCRIMINATION CLAUSE (OCP- 1)

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate; harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious ~~creed~~, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

AUDIT

Contractor shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under this agreement (Government Code 8546.7). The examination and audit shall be confined to those matters connected with the performance of this contract including but not limited to the cost of administering the contract.

AMENDMENT / CANCELLATION

This agreement may be amended upon written mutual consent, or canceled by either party, upon thirty days written notice unless otherwise stated. In the event the State cancels this agreement due to Contractor's Breach of Contract, the State shall have ~~the~~ authority to terminate this agreement immediately upon giving notice to the Contractor.

DISABLED VETERAN-OWNED BUSINESS ENTERPRISE AUDIT

Contractor agrees that the awarding department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Contractor agrees to provide the awarding department or its delegatee, with any relevant information requested and shall permit the awarding department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the Agreement.

PERSONAL SERVICES

This Agreement has complied with the Standards set forth in Government Code Section 19130(b), Public Contract Code Section 10337.

BUDGET ACT

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

INVOICES AND PAYMENTS

The Contractor shall ~~render~~ invoices in arrears, in triplicate, for charges in accordance with the payment provisions of the Standard Agreement. Payment shall be made in accordance with the State Prompt Payment Act.

LABOR CODE/WORKER'S COMPENSATION

Contractor certified and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker' Compensation or to undertake self-insurance in accordance with the provisions of that Code and Contractor affirms to comply with such provisions before commencing the performance of the work of **this** Agreement.

SUBCONTRACTING

Contractor shall not subcontract any services under this Agreement without prior approval of the State's representatives.

PROFESSIONAL WORK

All work is to be performed in accordance with all **acceptable** State standards.